

SERVICE LEVEL AGREEMENT (SLA)

This SERVICE LEVEL AGREEMENT constitutes an integral part of the MASTER SERVICES AGREEMENT and any other referenced policies and attachments referred to in this agreement and an ORDER FORM.

The PARTIES declare that they have agreed as follows:

Article 1. Definitions

Capitalised definitions in this SERVICE LEVEL AGREEMENT will have the same meaning as defined in the MASTER SERVICES AGREEMENT and related ORDER FORMS.

Article 2. Applicability

This SERVICE LEVEL AGREEMENT applies to a related SUBSCRIPTION as well as any relating services provided by the SUPPLIER.

Article 3. Product performance and availability

Product performance

- 3.1. Product performance only applies to PRODUCTS that automatically analyse medical images to create OUTPUTS.
- 3.2. The following minimum performance criteria (hereinafter, "PERFORMANCE CRITERIA") have been specified for those PRODUCTS:

average monthly yield for main studies that are eligible to be processed by the PRODUCT	above 80%, this means that at least 80% of new studies that are offered to or retrieved by a PRODUCT are processed successfully and an OUTPUT is returned to the ORGANISATION SOFTWARE;
average monthly yield for prior studies that are eligible to be processed by the PRODUCT	above 50%, this means that at least 50% of the studies that are retrieved by a PRODUCT as a prior belonging to a new study are processed successfully and an OUTPUT is returned to the ORGANISATION SOFTWARE; this percentage is lower than the yield for main studies because there is wider variability and less control over scanning protocols used in the past.
average time for a PRODUCT to process a single study in- or excluding a prior study and send OUTPUT	20 minutes

Note 1: These PERFORMANCE CRITERIA will only apply after a two (2) month OPTIMISATION PERIOD starting from the OPERATIONAL DATE.

Note 2: These PERFORMANCE CRITERIA only apply when a sample of the DICOM tags has been reviewed and accepted by the SUPPLIER. In case the DICOM tags are of such low quality (at the sole discretion of the SUPPLIER) that the PERFORMANCE CRITERIA cannot be met, a lower yield will hereafter be, in good faith, agreed upon.

Note 3: These PERFORMANCE CRITERIA only apply when a PRODUCT receives eligible studies on a case-by-case basis. When the PRODUCT receives a batch of cases in a short timeframe or if the PRODUCT receives ineligible studies these PERFORMANCE CRITERIA cannot be invoked by the ORGANISATION.

Note 4: The study process time does not include the data transfer time between the ORGANISATION SOFTWARE and a PRODUCT.

Product availability



- 3.3. The SUPPLIER guarantees availability of a PRODUCT in accordance with the table below (hereinafter, "AVAILABILITY CRITERIA"). Maintenance windows, *force majeure*, internet outages and circumstances beyond the SUPPLIER's reasonable control are excluded. Availability is calculated as follows:

availability percentage = (TMM-TMD)/TMM*100%.

where:

TMD = total minutes of downtime of the PRODUCT; TMD is calculated from the moment the related downtime support request is submitted to the support e-mail or online support portal, until the moment when the support ticket is resolved in the online support portal; and,

TMM = total minutes per calendar month; TMM is calculated by taking the number of days within the applicable calendar month and multiplying that figure by fourteen hundred and forty (1440) minutes (twenty-four (24) hours times sixty (60) minutes), corrected for any scheduled downtime within maintenance windows or beyond the SUPPLIER's control;

	Availability
HOSTED SERVER (including SOFTWARE)	99%

- 3.4. If the SUPPLIER fails to meet the PERFORMANCE CRITERIA and/or the AVAILABILITY CRITERIA, the ORGANISATION is eligible for service level credits as specified in Article 8 (Non-compliance and service level credits).

Article 4. Requirements organisation

- 4.1. The SUPPLIER requires outbound internet access from the ORGANISATION SERVER to provide support and maintenance and to be able to monitor the SOFTWARE. The ORGANISATION will at all times provide outbound internet access in line with the DOCUMENTATION.
- 4.2. The SUPPLIER requires unlimited and secure REMOTE ACCESS to the ORGANISATION SERVER. This specifically means direct access to the command line without requiring any manual interactions such as requesting access tokens or setting up a remote desktop session.
- 4.3. The PRODUCTS' performance relies on several factors, including network bandwidth and latency between the ORGANISATION SOFTWARE and the PRODUCTS. The ORGANISATION is solely responsible at all times for ensuring that the network is secure and offers acceptable throughput between the ORGANISATION SOFTWARE and the PRODUCT; a minimum of 1Gbps should be provided.
- 4.4. If one or more of the applicable requirements under this Article 4 (Requirement's organisation) are not met, the PERFORMANCE CRITERIA and/or the AVAILABILITY CRITERIA will not apply.

Article 5. Support

Support services

- 5.1. The SUPPLIER provides SUPPORT SERVICES through e-mail and/or a support portal online.
- 5.2. SUPPORT SERVICES cover all PRODUCTS provided by the SUPPLIER.
- 5.3. The SUPPLIER accepts support requests in English and provides written and verbal support in English.
- 5.4. SUPPORT SERVICES are limited to the time zone(s) and office hours as specified below:
 - time zone: CET/CEST (Central European Time or Central European Summer Time);
 - support hours: Mon-Fri (excluding public holidays) between 09:00 and 17:00;
- 5.5. All support requests need to be sent by e-mail to support@aidence.com. This allows all the required information to be properly logged and support tickets to be created in an expedient and efficient way.

Support tickets and priorities

- 5.6. After a support request is submitted, the SUPPLIER will create a support ticket, analyse the provided information and follow up:



- a. In the event of a bug or incident report the SUPPLIER will try to reproduce and evaluate the issue. If the SUPPLIER determines that a PRODUCT is the root cause of the bug or the incident, the SUPPLIER will resolve the issue according to the priority as specified in Article 5.7 (priority levels). If a reported bug or incident is deemed to be an external failure, whereby the root cause is not a PRODUCT but an external factor, the SUPPLIER will inform the ORGANISATION and the SUPPLIER will have no obligation to resolve such issue. However, in such events, the SUPPLIER will make reasonable efforts to support the ORGANISATION in resolving the bug or incident, which may include paid or unpaid ADDITIONAL SERVICES. The SUPPLIER will seek the ORGANISATION's written approval and agreement to pay any ADDITIONAL SERVICES FEES before performing such services.
 - b. In the event of a feature request, the SUPPLIER will evaluate the request and decide to add it to a backlog of unplanned future releases, add it to a specific planned release, or to take no action. The ORGANISATION will be informed of the evaluation and may be asked to provide additional information to clarify the request.
 - c. In the event of a request for reconfiguration of a PRODUCT, the SUPPLIER will make reasonable efforts to update a PRODUCT's configuration in good time. Reconfigurations are considered DEPLOYMENT SERVICES which may qualify as ADDITIONAL SERVICES for which additional FEES may apply. The SUPPLIER will seek the ORGANISATION's written approval and agreement to pay any ADDITIONAL SERVICES FEES before performing reconfiguration.
 - d. In the event of a request for information, or any other topic that does not fall under the previous categories, the SUPPLIER will make reasonable efforts in answering the questions, including referring to the DOCUMENTATION.
- 5.7. Priority levels for support requests are determined based on the impact and urgency for the SUPPLIER and/or the ORGANISATION. Priority levels are defined as specified below:

Impact:

- i) High: A high-priority production incident with a high impact on the ORGANISATION's business, affecting all or almost all USERS and causing a large reduction in functionality.
- ii) Medium: A production incident with an intermediate impact on the ORGANISATION's business, affecting a group of USERS or causing a limited reduction in functionality.
- iii) Low: A trivial incident in production or elsewhere with no impact on the ORGANISATION's business or USERS.

Urgency:

- i) High: A severe disruption to operational functionality or a security impact.
- ii) Medium: A limited disruption to operational functionality.
- iii) Low: Little or no disruption to operational functionality.

Priority levels			
		Impact	
Urgency	high	medium	low
high	<i>critical</i>	<i>high</i>	<i>medium</i>
medium	<i>high</i>	<i>medium</i>	<i>low</i>
low	<i>medium</i>	<i>low</i>	<i>low</i>

Note 1: Incidents with an impact on patient safety are always *critical*.

Note 2: If and where the SUPPLIER provides a safe and effective workaround solution, the priority level can never be higher than *medium*.



5.8. Based on the priority levels, the SUPPLIER offers the following response time targets (hereinafter, "RESPONSE TIMES"):

Priority level	Response time during office hours
critical	less than 4 office hours
high	less than 8 office hours
medium	next business day
low	reasonable effort

Data

5.9. In cases where the evaluation or reproduction of a bug or incident report requires specific data (e.g., medical images), this will be provided by the ORGANISATION in good time and in accordance with applicable data privacy and security regulations (e.g., anonymisation). Where such information is not provided, the SUPPLIER does not guarantee the support request will either be investigated or resolved.

Article 6. Monitoring and maintenance

- 6.1. The SUPPLIER actively monitors the performance of the PRODUCTS (including memory, storage, CPU usage and network connections). The ORGANISATION may not intentionally perform any actions, such as load tests, performance tests, or similar tests that might interfere with or disrupt the integrity or performance of the PRODUCTS without first obtaining the prior written approval of the SUPPLIER.
- 6.2. Updates and fixes are regularly released in order to keep the PRODUCTS stable, secure and performant. Any MAINTENANCE SERVICES that need to be performed on a PRODUCT will be announced to the ORGANISATION at least two (2) weeks in advance. Exceptions can be made at the discretion of the SUPPLIER relating to urgent security, stability and/or performance UPDATES. The ORGANISATION agrees to provide the SUPPLIER with access to the PRODUCTS to perform MAINTENANCE SERVICES.

Article 7. Escalation

An escalation may be initiated by the ORGANISATION after the RESPONSE TIME for a support request has lapsed or when the ORGANISATION is not satisfied with the level of support. The ORGANISATION can escalate the support request to the quality department of the SUPPLIER. Escalation can be initiated either:

- i) within the online support portal by adding a note in the support ticket, with a copy to quality@aidence.com; or
- ii) via e-mail to quality@aidence.com stating the relevant support ticket number;

For either option (i) or (ii) above, the ORGANISATION is expected to provide a clear and concise description of the issue and the urgent reason for escalation of the support request.

Article 8. Non-compliance and service level credits

- 8.1. Service level credits apply where the SUPPLIER exceeds the RESPONSE TIME for critical incidents twice (2) or more and/or when the PERFORMANCE CRITERIA and/or AVAILABILITY CRITERIA fail to meet the agreed thresholds and such failure continues unabated for more than six (6) consecutive weeks after a support request has been sent. Failures as described result in the SUPPLIER being non-compliant with the SERVICE LEVEL AGREEMENT.
- 8.2. The SUPPLIER has a grace period of thirty (30) days to remedy non-compliance with the SERVICE LEVEL AGREEMENT. If the non-compliance continues unabated after such period, the SUPPLIER will refund a portion of the FEES paid for the PRODUCT affected in accordance with the table below. Service level credits do not apply if the SUPPLIER cannot meet its SERVICE LEVEL AGREEMENT obligations due to an event of *force majeure* (e.g., natural disasters, terrorism, epidemic or pandemic (including Covid-19), fire and war) and in circumstances that are reasonably beyond the SUPPLIER's control.



Non-compliance with SERVICE LEVEL AGREEMENT	Service level credits
RESPONSE TIME exceeded between two (2) and four (4) times	1/48 of FEES paid per annum
RESPONSE TIME exceeded between five (5) and eight (8) times	1/24 of FEES paid per annum
RESPONSE TIME exceeded more than eight (8) times	1/12 of FEES paid per annum
PERFORMANCE CRITERIA not being met	1/12 of FEES paid per annum
AVAILABILITY CRITERIA not being met	1/12 of FEES paid per annum

- 8.3. The cumulative service level credits payable by the SUPPLIER to the ORGANISATION in any one month will be limited to one twelfth (1/12) of the FEES payable per annum for the relevant PRODUCT.
- 8.4. The decision whether or not the SUPPLIER is not complying with this SERVICE LEVEL AGREEMENT will be based solely on the SUPPLIER's records.

Article 9. General provisions

No alteration, amendment, waiver, cancellation or any other change in any of the terms or conditions of this SERVICE LEVEL AGREEMENT will be valid or binding on either PARTY unless otherwise agreed to in writing by the PARTIES and signed by an authorised representative of each PARTY. Amendments will be specified in an ORDER FORM.